# University Park Recreation District

3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817
Phone: 407-723-5900 Fax: 407-723-5901
http://universityparkrd.com/

The rescheduled meeting of the **Board of Supervisors of the University Park Recreation District** will be held on **Tuesday, October 13, 2026, at 8:00 AM** at the Business Offices located at 8301 The Park Boulevard, University Park, FL 34201 and virtually.

**Meeting ID: 648 161 1158** **Passcode: 597609**

**Join meeting via Zoom:**
https://us02web.zoom.us/j/6481611158?pwd=eWEwQ01tWUFSNDJRTUpNbCtoQmpHUT09&omn=84588938513
**Join via mobile:** +16469313860,,6481611158#,,,,*597609# US
+19292056099,,6481611158#,,,,*597609# US (New York)

## BOARD OF SUPERVISORS' MEETING AGENDA

**Organizational Matters……. (8:00 – 8:15 AM)**

- Call to Order
- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*
- Opening Remarks by Board Chairman

**Old Business Matters……. (8:15 – 8:50 AM)**

1. Nominations and Appointment of Board Member for Vacant Seat
    a. John Haddock
    b. Dale Otterman
    c. Rusty Piersons
    d. Bill Price
2. Consideration of Osprey Consulting Agreement
3. UPCAI Update

| Date | Meeting Type | Time | Location | Note |
|---|---|---|---|---|
| October 19, 2026 | Board of Supervisors' Workshop | 8:00 AM | University Park | Business Offices |
| October 27, 2026 | Board of Supervisors' Meeting | 2:00 PM | University Park | Business Offices |
| November 13, 2026 | Board of Supervisors' Meeting | 2:00 PM | University Park | Business Offices |

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|---|---|---|---|---|
| November 24, 2026 | Board of Supervisors' Meeting | 2:00 PM | University Park | Business Offices |
| December 11, 2026 | Board of Supervisors' Meeting | 2:00 PM | University Park | Business Offices |
| December 29, 2026 | Board of Supervisors' Meeting | 2:00 PM | University Park | Business Offices |

4. Supervisor Comments & Future Agenda Items **..... (8:50 – 9:00 AM)**

**Adjournment**

# University Park Recreation District

## Nominations and Appointment of Board Member for Vacant Seat

**From:** JOHN HADDOCK <ccmrp2@msn.com>
**Sent:** Friday, 07 August 2026 03:46:26
**To:** Vivian Carvalho <carvalhov@pfm.com>
**Subject:** Re: UPRD- Confirming Interest to Serve on the Board for the Vacancy

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I am still interested

John Haddock
Sent from my iPhone

> On Aug 6, 2026, at 11:03 PM, Vivian Carvalho <carvalhov@pfm.com> wrote:
>
> Dear John,
>
> I hope this message finds you well. I am reaching out on behalf of the Board of Supervisors regarding your application submitted on May 8, 2026, to fill the vacant position on the UPRD board.
>
> The Board met on August 4, 2026, and has directed management to contact all candidates to confirm their continued interest in serving. If you are still interested in the position, please reply to this email confirming so at your earliest convenience. Your Bio will then be included in the agenda packet for the Board's consideration at the upcoming meeting scheduled for August 11, 2026.
>
> We look forward to hearing from you. Please don't hesitate to reach out if you have any questions.
>
> Regards,

Vivian Carvalho
Senior District Manager

PFM Management Services LLC
carvalhov@pfm.com | **phone & text 407.723-5945** | **web** pfmmanagement.com
Home
3501 Quadrangle Boulevard | Suite 270 | Orlando, Florida 32817



**John E. Haddock**
7219 Chatsworth Court
University Park, Fl 34201
Mobile 941-302-1074
ccmrp2@msn.com

**RESTRUCTURING…INTERNATIONAL…MARKETING…**
**MANUFACTURING…STRATEGY…ACQUISITIONS…BOARD EXPERIENCE**

Highly successful career in specialty chemicals and stored power industries leading businesses from start ups to $250 million in revenue, with multiple product lines and markets. Experienced leader who has consistently built and repositioned businesses for higher profits through organic growth, divestment and acquisitions. Strong international experience with assignments in Europe and Quebec and extensive interaction within global companies.

## PROFESSIONAL EXPERIENCE

**Valtris Specialty Chemicals,** Independence, OH **2015 to 2024**
***Board Member***
**Polymer additives company acquired by H.I.G. Capital in 2014 from Ferro Corporation.**

**MidOcean Partners-**New York, New York **2007 to present**
**A leading mid-market private equity fund**

***Management Affiliate***
Advise on acquisitions and due diligence in the chemicals and stored power industries, as well as general industrials sectors.

**AVESTOR –** Boucherville, Québec
**A leader in innovative stored power solutions**

***President and CEO*** **2005 – 2007**
Recruited to take AVESTOR from a start up phase to commercialization into the markets and steer the company onto a path of growth and profitability. Took company through bankruptcy process and sold it when strategic direction of the two owners changed.

- Signed $170MM deal with leading telecom as launch customer
- Increased sales from $3MM in 2004 to 2006 run rate of $60MM, order backlog $200MM
- Improved cash flow by $90MM, excluding asset sales
- Shut satellite plant allowing monetization of asset with $60MM gain
- Reduced SGA by 13%

**UBS Capital Americas –** New York, New York **2002 – 2005**
**A $1 billion private equity fund**

***Senior Advisor***
Partnering with UBS to make acquisitions in the chemical industry, and then act as Chief Executive Officer.

**Ferro Corporation –** Cleveland, Ohio **1999 – 2002**
**A $2 billion producer of specialty chemicals**

***World-Wide Business Director-Pharmaceuticals and Fine Chemicals***
Recruited to lead and accelerate growth of a declining chemical business. Full profit and loss responsibility. Directed all functions including sales, marketing, research, manufacturing and strategy of $110 million business.

- Developed and implemented a strategy targeting pharmaceutical chemicals and services. Bought new platform company. Pharmaceutical sales grew organically 24% annually to $30 million.

- Shifted remaining businesses to value-added customer focus, improving gross margins by over 20%
- Sold non-core flame retardant business and repositioned petroleum additive business.

**Rhone Poulenc (Rhodia) –** Cranbury, New Jersey **1990 – 1999**
**A $6 billion French producer of specialty chemicals**

***Vice President and General Manager – Coating and Construction Materials*** (1995 – 1999)
***Chairman-RP Shared Services***
Promoted to turn-around a group of under-performing product line units, with strategy to build a single market-driven organization. Full profit and loss responsibility for this new unit. Directed sales, marketing, manufacturing, research and strategic planning. Global leader for all RP activities at major paint companies including Dupont and PPG. Additional role as leader of Shared Services Group, overseeing service groups with 500 employees and $90 million budget.

- Increased operating profit by 42% over 3 years. Tripled EVA.
- Built customer partnerships and secured long-term supply contracts that increased market share in isocyanates by 5%, defoamers by 6%, and ink additives by 20%.
- Reduced Shared Services costs by 10%.

***Vice President and General Manager, Fine Organics Division*** (1992 – 1995)
Responsible for $230 million product-based unit, producing a diverse range of fine chemicals and intermediates for the chemical industry. Directed operations at six major sites, with asset base of $200+ million, operating budget of $50 million, and 500 employees. Led manufacturing, sales, finance, marketing, technical service and supply chain.

- Increased annual operating profit from loss to an EBIT of $16 million in three years.
- Increased free cash flow from negative to over $30 million per year.

***Business Director-Silicones*** (1991 – 1992)
Profit and Loss responsibility for $45 million silicone operation, manufacturing specialty elastomers for automotive and aerospace operations.

- Reduced losses from $6 million per year to break-even through downsizing and product line rationalization.

**Manchem** – Princeton, New Jersey **1980 – 1990**
$16 million producer of metal organic compounds.

***President***
Increased sales from $1 million to $16 million, EBIT from loss to positive $2.5 million.

***Vice President and General Manager*** (1980 – 1987)
Took over start-up company losing money. Changed focus from commodities to high margin specialties.

**Sun Chemical** – Carlstadt, New Jersey **1972 – 1980**
Responsible for developing new ink systems for printing.

## BOARD EXPERIENCE

**Valerus Specialty Chemical** **2015 to 2024**
**AVESTOR** **2005-2007**

## Education

**MBA**, Finance – Rutgers Graduate School of Management, Newark, New Jersey
**BS**, Chemistry – Seton Hall University, South Orange, New Jersey
**Senior Management Program**, INSEAD – Fontainebleau, France
**Executive Management Program** – Columbia University School of Business, New York City, New York

**From:** Vivian Carvalho
**To:** Dale Otterman
**Subject:** RE: Open Board seat
**Date:** Wednesday, August 5, 2026 10:56:00 AM

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Thank you, Dale, for the confirmation.

Greatly appreciate you letting me know.

Take care,

Vivian Carvalho
Senior District Manager
——

PFM Management Services LLC
carvalhov@pfm.com | phone & text 407.723-5945 | web pfmmanagement.com Home
3501 Quadrangle Boulevard | Suite 270 | Orlando, Florida 32817

-----Original Message-----
From: Dale Otterman <daleotterman@gmail.com>
Sent: Wednesday, August 5, 2026 10:00 AM
To: Vivian Carvalho <carvalhov@pfm.com>
Subject: Open Board seat

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Hi Vivian,
I just want to confirm that I am still interested in pursuing the open board seat.
Thank you,
Dale Otterman

Dale Otterman
7919 Warwick Gardens Lane
941-544-6416 | daleotterman@comcast.net
Social Member with Fitness Pass

For over 22 years, I have been deeply invested in the success of University Park. During that time, we successfully purchased UPCC, giving residents greater control over our future. The club is truly the heart of the community, and a majority of residents have supported continued investment in its improvement. This commitment helps ensure that University Park remains a premier club in the area.

If appointed to the board, I will follow through on approved improvements, protect financial stability while maximizing member value, enhance the value of our social memberships, and improve transparency and communication with residents.

My involvement in University Park includes four years on the Fitness & Wellness Advisory Group, participation in the Warwick Gardens Neighborhood Committee, and co-founder of Solo Connections.

Outside of the community, I served as a Guardian ad Litem for children in the dependency court, am a member of the League of Women Voters, and a volunteer for Embracing Our Differences.

I built my career in banking operations, serving as Vice President of Customer Information Services where I developed strong management and communication skills. I later founded and co-directed ParentPower, a nonprofit focused on increasing parental involvement in education. I also served as President of PTA/PTO organizations at all school levels and was elected to the School

Board, dedicating significant time to improving our public education.

I have always believed that when you benefit from a community, you have a responsibility to give back. I have been proud to do so in University Park and would welcome the opportunity to serve on the RD board as we continue our path of progress and success.

I bring proven leadership, strong communication skills and prior board experience. I am fully prepared to commit the time and effort this role requires. I respectfully ask for your support as we build a strong, financially sound community.

| | |
|---|---|
| **From:** | Russell Piersons |
| **To:** | Vivian Carvalho |
| **Cc:** | Racheal Meade; Kwame Jackson |
| **Subject:** | Re: UPRD- Confirming Interest to Serve on the Board for the Vacancy |
| **Date:** | Thursday, August 6, 2026 9:48:14 PM |

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I do. Rusty Piersons

On Thursday, August 6, 2026 at 06:02:01 PM EDT, Vivian Carvalho <carvalhov@pfm.com> wrote:

Dear Rusty,

I hope this message finds you well. I am reaching out on behalf of the Board of Supervisors regarding your application submitted on May 8, 2026, to fill the vacant position on the UPRD board.

The Board met on August 4, 2026, and has directed management to contact all candidates to confirm their continued interest in serving. If you are still interested in the position, please reply to this email confirming so at your earliest convenience. Your Bio will then be included in the agenda packet for the Board's consideration at the upcoming meeting scheduled for August 11, 2026.

We look forward to hearing from you. Please don't hesitate to reach out if you have any questions.

Regards,

Vivian Carvalho
Senior District Manager
___

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3501 Quadrangle Boulevard | Suite 270 | Orlando, Florida 32817



# RUSSEL ‘RUSTY’ PIERSONS

**UPRD Board Member**
February 2023 – February 2026

**Willowbend Country Club**
Board Member (2006 – 2011)
Vice President (Second Term)

**Qualifications and Relevant Experience**

1. Served on the UPRD Board from February 2023 through February 2026.
2. Served on multiple boards, including Willowbend Country Club (Vice President, second term) and United Way of Cape Cod.
3. Selected as the Board representative for the inaugural UPRD Strategic Planning Committee; delivered a comprehensive overview report to the Board.
4. Met with legal counsel and the plaintiff at the Board’s request to explore potential settlement or compromise options on our litigation; reported findings and recommendations back to the Board.
5. Owner of several growth-oriented companies with a focus on strategic planning, sales, and marketing, supported by strong fiscal discipline. Developed both long- and short-term strategies centered on profitability, growth, and expansion. Consistently met or exceeded budgeted goals for revenue, expenses, and profit.
6. Proven leader in change management and brand development.
7. Executive leader with a track record of identifying and developing high-performing talent, fostering a team-driven, customer-focused culture.
8. Honored my 2022–2023 campaign commitment to actively listen to residents and members, including past UPCC Board members, club staff, active and non-active members, and homeowners. I continue to engage with board members, general managers of other clubs, and club management companies to expand my knowledge and apply best practices for UPRD.
9. Established relationships with club consulting firms, such as Strategic Club Solutions.

**Commitment to the Supervisor Role**

1. Will continue to bring the same level of dedication, time commitment, and positive, results-driven approach demonstrated over the past three-plus years on the UPRD Board, always prioritizing the best interests of residents and the district.
2. Maintained a significant time commitment as a Board member, including ongoing communication, feedback, and engagement with residents and members, while supporting club management and staff as needed.

**Priorities for the UPRD (Short- and Long-Term)**

1. Support the Chair and fellow Board members while representing the perspectives of residents and members. Promote open dialogue to clearly define and align homeowner expectations.
2. Work toward a timely and diplomatic resolution of the ongoing legal matter involving UPRD.
3. Ensure engagement of a professional club consultant (Strategic Club Solutions) to evaluate all aspects of operations and provide recommendations aligned with UPRD's (5year) strategic plan, financial position, and capital investment priorities—prior to further major expenditures. Outcomes must meet the long-term needs of the community while incorporating member input.
4. Following completion of the consultant's work, implement Board-approved capital projects—such as the previously approved golf course irrigation system—within a realistic budget, on schedule, and with results that meet or exceed member expectations.
5. Promote a sustainable, profitable business model aligned with strategic planning and capital investment initiatives.
6. Continue holding UPRD Board meetings in accessible venues such as the Lakeside Room/Varsity Club to encourage transparency and community involvement.

**Assessing Current and Future Needs of UPRD**

1. Establish a Governance Committee to support the Board and ensure long-term stability, balancing member expectations with financial responsibility while maintaining consistent policies and direction.
2. Implement a standardized vendor bidding process to improve transparency and reduce the potential for favoritism.
3. Initiate discussion regarding potential expansion of the Board from five to seven members.
4. Increase resident involvement by forming committees that report to the Board, where appropriate, while remaining compliant with applicable regulations.
5. Set clear expectations and objectives for all committees, with a focus on fact-based, results-oriented reporting.

**Personal Background**

1. Bachelor of Science in Business and Economics, Ashland University
2. Extensive career in media, including newspaper, magazine, television, digital, social media, and sales
3. Entrepreneur and business owner; consultant with PGA of America

**Board Candidate Profile**

Experienced executive and business leader with a strong background in financial oversight, strategic planning, and team leadership. Proven ability to evaluate complex issues, make balanced decisions, and act in the best interest of stakeholders. Brings a collaborative, transparent approach to governance, with a focus on fiscal responsibility, community engagement, and long-term planning.

**Core Qualifications**

- Budgeting & Financial Oversight
- Strategic Planning & Governance
- Policy Development & Implementation
- Team Leadership & Consensus Building
- Vendor & Contract Evaluation
- Stakeholder & Community Relations
- Operational Efficiency & Cost Control

**Professional Experience**

Lighthouse Media Solutions - President / CEO
September 2009 – December 2018

- Founding Partner; built and scaled a multi-platform media company

Consultant - PGA Magazine / Metropolitan Golf Association
March 2008 – March 2009

Cape Cod Life Publications - Partner / President
June 2003 – March 2008

Cahners Publishing Company - Vice President, Supply Chain Division
April 1993 – May 2003

- Managed division of 600+ employees with full P&L responsibility

Playboy Magazine - North Mid-west Sales representative

**Education & Leadership**

Ashland University, Ashland, Ohio
Bachelor of Science in Business / Economics

- Varsity Baseball (4 years)
- Student Government (2 years)
- Vice President, Senior Class

**Community & Board Interest**

- Committed to supporting the community through:
- Responsible financial stewardship
- Transparent decision-making
- Fair and consistent policy enforcement
- Long-term planning that protects property values and resident interests

**From:** Vivian Carvalho
**To:** B and K Price
**Cc:** Racheal Meade; Ashley Quiros; Kwame Jackson
**Subject:** FW: Board of Supervisors Interest – Bill Price
**Date:** Thursday, August 6, 2026 10:51:30 AM
**Attachments:** UPCC BIO.pdf

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Good morning, Bill,

Let this email serve as acknowledgment of your interest to serve on the UPRD Board for the open vacancy.

We will make sure your email, and Bio is included on updated agenda package that will be emailed and posted on the website on Friday afternoon.

Thank you again for your interest to serve on the Board of Supervisors of UPRD.

Regards,

Vivian Carvalho
Senior District Manager
___

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**From:** B and K Price <stanhopeplace2019@gmail.com>
**Sent:** Wednesday, August 5, 2026 7:53 PM
**To:** Vivian Carvalho <carvalhov@pfm.com>
**Subject:** Board of Supervisors Interest – Bill Price

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Dear Vivian,

I am writing to re-express my interest in serving on the UPRD Board of Supervisors.

Attached is a brief summary of my relevant background and experience for your reference.

I look forward to the opportunity to contribute to the UPRD.

Thanks,

Bill Price
513-477-1716
stanhopeplace2019@gmail.com

**BILL PRICE**
**7027 STANHOPE PLACE**

## EDUCATION

Bachelor of Arts in Economics – DePauw University
Juris Doctorate – Salmon P. Chase College of Law
MBA – Xavier University

## UNIVERSITY PARK

Karin and I moved into University Park in early 2019 and are full members of UPCC. We are Florida residents and spend 8 to 9 months in Florida. We have a second home in Cincinnati, Ohio.

## BUSINESS EXPERIENCE

I spent my first 12 years of my legal career doing trial work primarily in federal courts. I was an equity partner for 7 of those 12 years and co-chair of the litigation department. My practice focused on life and disability insurance defense, general maritime/Jones Act defense, product liability, environmental related to inland river system and commercial litigation.

In January, 2024, I retired as Executive Vice President & General Counsel from a multi-billion dollar multi-national financial services company. I also served as CEO of our life insurance company for the last year plus before I retired

My professional career was defined by managing complex disciplines—including legal, audit, compliance, human resources and operations and solving complex business issues our company and the industry faced—including capital, regulatory (state and federal), finance, risk, investments, and actuarial. I also served on the Board of Directors for a majority of our subsidiaries, including our international subsidiaries, bringing my legal, compliance, audit and business knowledge to these entities.

My experience managing and working with multiple disciplines and businesses provides me with a unique combination of business, legal, and risk aptitude to traverse an array of challenges. I understand financial statements, budgets, governance, audit, legal and regulatory issues. I can comprehend complex issues and simplify those issues to an understandable level.

## PUBLIC BOARD EXPERIENCE

Beyond the private sector, I was elected to and served four years as a member on the Oak Hills school board, one of the largest suburban school districts in Ohio. I focused on improving transparency within the community, implementing zero-based budgeting, curriculum focused on building a strong learning base, student achievement, and being the board representative to negotiate the teacher union contract.

I will bring these same skill sets and a focus on fiscal responsibility, governance, and clear communication to benefit our University Park community.

# University Park Recreation District

## Consideration of
## Osprey Consulting Agreement

# CONSULTING AGREEMENT

**This Agreement** (hereinafter "Agreement") is hereby made effective this __1st___ day of October 2026, by and between University Park Recreation District, whose address is 7671 The Park Blvd., University Park, FL 34201 ("Client") and Osprey Consulting and Permitting LLC, whose address is 1309 Triano Circle Venice, Florida 34292 (hereinafter the "Consultant"), for certain consulting services, as more particularly set forth in this Agreement, as the Client's limited Agent to assist Client with the scope of services below and on project drawings (hereinafter "Project").

The Client and Consultant agree as set forth below:

## ARTICLE 1
Limited Services

1.1 The Consultant will perform the following limited services for the Client (the "Scope of Services") under this Agreement:

Client Representation services for the new Community Activity Building/Administrative Offices, New fitness building, renovation to existing fitness building and renovation of existing kitchen, and all associated site work including parking

Outlined below is the scope of work is that will be required to accomplish these projects below.

- Development of the Request for Qualifications for the Architectural Services for the projects.
- Development of the Request for Qualifications for the Construction Management Services for the project.
- Developing Construction Manager and Architects Interest in proposing on the project.
- Solicitation of proposals from Qualified Construction Managers & Architects. Participating in proposals reviews and presentations as part of the selection process.
- Working with Architect and UPRD to shortlist and coordinate presentations by potential Construction Mangers at Risk
- Final selection of the Construction Manager for the project.
- Working with the team during preconstruction to develop designs for each of the project elements Value Engineering for each project and implementing it to try and reach the Client's budget goals
- Assisting in permitting all of the projects through Manatee County.
- Working with Architect and UPRD to manage the Construction Manager during construction including onsite and Teams meetings as agreed upon between the parties.

## ARTICLE 2
Staff and Rates

2.1 The Consultant will assign the following staff and/or positions for the services set forth in this Agreement:

2.2 The Consultant designates Michael Beaumier and Caitlin Weaver as its representatives who shall be fully acquainted with the Project and has authority to receive information and directives from the Client under this Agreement and will respond and furnish information as appropriate.

2.3 Consultants Services Not Exclusive. The services to be rendered by Consultant to Client are not exclusive, and during the term of this Agreement, Consultant and affiliates of Developer may render services identical or similar to those required of Consultant hereunder to other owners of real property, and may engage in the acquisition, development, and exploitation of real property for its own, their own or a third party's account or benefit without any accountability or liability whatsoever to. Consultant shall devote sufficient resources to fulfill its obligations under this Agreement.

## ARTICLE 3
Agency Relationship

3.1 The Client hereby designates the Consultant as its limited agent in connection with the express services as set forth in Article 1 of this Agreement. Consultant is authorized to communicate and coordinate the activities of the Contractor and others as contemplated by this Agreement.

3.2 This Agreement is solely between Consultant and Client, and exclusively for the Client. For the avoidance of doubt, there shall be no third-party beneficiary to this Agreement. In addition, nothing may be construed to confer any present benefits on Contractor, Condominium Association nor any other person or legal entity nor to create any contractual arrangement between Consultant and any other person or legal entity other than Client.

## ARTICLE 4
Consultant's Compensation and Renewal

4.1 The Consultant shall be compensated on a flat fee basis of **$5,000** month for the period of beginning September 1, 2026 through August 30, 2027. This fee equates to approximately 5.5 hours a week of time on average for the Scope of Services, some weeks will be less and others will be much more.

4.2 Retainer. The Client shall provide a retainer of $2,500 within five (5) days of the full execution of this Agreement. This additional retainer shall be added to previous retainer

for a total retainer of $5,000. The retainer shall be applied against the final payment on the project.

4.3 The Consultant shall invoice the Client on a monthly basis for the billing. Payment of approved invoices shall be paid by wire transfer to the Consultant and in accordance with Florida's Prompt Payment Act.

4.4 Payments due but unpaid shall bear interest at the prime rate prevailing on the date payment is due charged by the Chase Bank located closest to the Project.

4.5 Other expenses. Outside printing shall be billed at cost plus 10%. For travel outside of Sarasota County/Manatee County, the Client shall reimburse the Consultant at the IRS approved rates (currently for 2026 72 cents per mile and based on a log of travel) and regulations.

4.6 Renewal. The Contract shall automatically renew for one-year terms until the Scope of Services has been completed or the Contract is terminated in accordance with this Contract (the 'Term")

4.7 Professional Liability Insurance Reimbursement. In addition to the fees set forth in this Article 4, District shall pay Consultant a one-time annual payment equal to fifty percent (50%) of the premium cost of Consultant's professional liability insurance policy required under this Agreement. Consultant shall provide District with a copy of the invoice from its insurance broker or carrier substantiating the premium amount, and District shall remit payment within thirty (30) days of receipt of such invoice.

## ARTICLE 5
Notice

5.1 All notices or and other reports hereunder, require to be provided in writing will be deemed properly delivered upon receipt when duly mailed by express international courier to the other party at its address as follows, or to such other address as either party may, by written notice, designate to the other.

If to Client: **Joseph Rassett**
**General Manager**
**Phone:** 941-355-3888, ext. 226
**Fax:** 941-351-4607
jrassett@universitypark-fl.com
**Website:** http://www.universitypark-fl.com

With a copy to: Marisa J. Powers, Esquire
University Park Recreation District Attorney
Blalock Walters, P.A.

802 11th Street West
Bradenton, Florida 34205

If to Consultant: Michael Beaumier
1309 Triano Circle
Venice, Florida 34292
mbeaumier@ospreyconsutlingllc.com
941-961-8223

## ARTICLE 6
Performance Standards

6.1 Consultant represents that all services performed pursuant to this Agreement will be in accordance with all applicable Federal, State, and local laws.

## ARTICLE 7
Limitation of Liability

7.1 In no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability), or otherwise, shall Consultant's total liability to Client for any and all loss, cost, damage, claim, action, expense, delay, fine, penalty, and/or otherwise arising out of or relating to this Agreement or Consultant's actions exceed One Million Dollars ($1,000,000) per occurrence, consistent with the per-occurrence limit of Consultant's professional liability insurance policy then in effect

## ARTICLE 8
Insurance

8.1 The Consultant will not commence any work under this Agreement until all insurance under this section and such insurance coverage as might be required by the Client has been obtained. The Consultant shall obtain, and submit to the Client within ten (10) calendar days from the date of the Agreement, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

**A) Workers' Compensation/Employers' Liability**

Osprey Consulting and permitting Services has an exemption from Worker's Compensation form the State of Florida.

[A]1. Waiver and Release. Consultant, on behalf of itself and its employees, agents, and any independent contractors performing work under this Agreement, hereby releases, waives, and forever discharges the District, its officers, directors, employees, and agents, from any and all claims, demands, causes of action, or liability of any kind arising out of or relating to any work-related bodily injury, disability, or death sustained by Consultant, its employees, agents, or independent contractors in connection with the performance of services under this Agreement, regardless of whether such injury, disability, or death is alleged to have been caused in whole or in part by the negligence of the District, except to the extent caused by the District's gross negligence or willful misconduct.

[A].2 Consultant acknowledges that it has represented it maintains an exemption from Florida workers' compensation insurance requirements, and that Consultant assumes full and sole responsibility for any work-related injury, disability, or death sustained by itself or its employees, agents, or independent contractors, independent of any coverage provided by or through the District.

[A].3 This waiver and release shall survive the termination or expiration of this Agreement.

**B) Commercial General Liability**

The limits are to be applicable only to Work performed under the Agreement and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:
Products/Completed Operations Aggregate $1,000,000
Each Occurrence $1,000,000

**ADDITIONAL INSURED:** The Client shall be specifically named as additional insured on the Commercial General Liability Policy.

**C) Professional Liability Policy**

The Consultant shall have and maintain during the period of this Agreement, a professional liability insurance policy or policies affording professional liability coverage for the professional services to be rendered in accordance with this Agreement, in the minimum amount of $1,000,000.00 per occurrence and $1,000,000.00 in the aggregate, which minimum limits shall apply on a per-project basis. The Consultant shall maintain professional liability coverage for a minimum of three (3) years after completion of the services rendered herein.

**D) Complete Policies:** The entire and complete insurance policies required herein shall be provided to the Client on request. If the initial insurance expires prior to the completion of operations and/or services by the Consultant, renewal certificates of insurance and required copies of policies shall be furnished by the Consultant and delivered to the Client thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the Client in connection with any claim against the Consultant for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the Consultant or Consultant's sureties to the Client or to any workers, suppliers, material men or employees in relation to this Agreement.

**E)** By way of its execution of this Agreement, Consultant:

a. Represents that Consultant maintains, and will maintain during the term of the Agreement, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to the Client, as set forth in this solicitation; and

b. Agrees that, insurance should not be cancelled without thirty (30) days' notice to the Client and must be endorsed to provide same. Failure of Consultant to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Agreement, which may result in immediate termination.

**F)** Certification Requirements – In order for the certificate of insurance to be accepted it **must** comply with the following:

a. The certificate holder shall be:
**University Park Recreation District**
**7671 The Park Boulevard**
**University Park, FL 34201**

b. Certificate shall be mailed to:
**7671 The Park Boulevard**
**University Park, FL 34201**
**Attn: General Manager- Joseph Rassett**

**G) Waiver of Subrogation**

Consultant hereby waives, and shall cause its insurers to waive, all rights of subrogation and recovery against the Client, its Board of Supervisors, officers, employees, agents, and volunteers for any loss, damage, or injury covered by the Commercial General Liability, automobile liability (if any), umbrella or excess liability (if any), and workers' compensation (if any) insurance required by or maintained under this Agreement. The Professional Liability insurance policy is excluded from this waiver. Each such policy

shall be endorsed to provide a waiver of subrogation, or waiver of transfer of rights of recovery against others, in favor of the Client. This waiver shall apply regardless of whether the Client has received an insurance certificate or endorsement evidencing the waiver, and it shall survive the termination or expiration of this Agreement. Nothing in this subsection shall be construed as a waiver of the Client's sovereign immunity or the limitations of liability set forth in Section 768.28, Florida Statutes.

## ARTICLE 9
Termination

9.1 Either party may terminate this agreement with thirty (30) days written notice to the other party. Any obligations incurred by either party as of the termination date shall be met.

9.2 If the Client fails to make payment to the Consultant as provided in this Agreement, the Consultant may, upon ten (10) days written notice to the Client, terminate this Agreement and recover from the Client payment for all services rendered through the date of termination. Similarly, if Consultant fails to render services to Client as provided for in this Agreement, the Client may, upon ten (10) days written notice to Consultant, withhold payment until such services are rendered to Client's satisfaction.

## ARTICLE 10
Miscellaneous

10.1 This Agreement will be interpreted in accordance with the Laws of the State of Florida. The venue for any action or suit arising under the Agreement shall be Manatee County, Florida.

10.2 Consultant will perform the services and will not assign or subcontract the services without the prior written consent of the Client.

10.3 This Agreement contains all the agreements, representations and understanding of the parties hereto and supersedes and replaces any and all previous understandings, commitments or agreements, oral or written, related to the Agreement with respect to the Project as set forth herein.

10.4 Consultant makes absolutely no WARRANTY or Guaranty for this Project or related to any work. Further, Consultant is not the contractor, permit holder, owner, nor developer for the Project, and Consultant does issue any Warranties related to this Project, whether statutory, express, or implied, including but not limited to, warranty of merchantability of fitness.

10.5 Client shall have engaged a licensed Architect and Engineer for and related to any design services for which Client is responsible; and Consultant is not a licensed Architect or Engineer and shall have no responsibility or liability for any design services.

10.6 E-Verify. Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. Consultant hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Consultant further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the Agreement. Consultant hereby warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Agreement. If Consultant has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the Client.

10.7 Public Records. To the extent applicable, Consultant shall comply with the requirements of Florida's Public Records laws, specifically including the following:

a. Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the Client in order to perform the service;
b. Consultant shall provide the public with access to public records on the same terms and conditions that the Client would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;
c. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
d. Consultant shall meet all requirements for retaining public records and transfer, at no cost, to the Client all public records in possession of Consultant upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to the Client in a format that is compatible with the Client's information technology systems; and,
e. Consultant acknowledges that all information contained relating to the Agreement are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**
**PFM GROUP CONSULTING, LLC**
**3501 QUADRANGLE BOULEVARD, SUITE 270 ORLANDO, FL 32817**
**ATTENTION: VIVIAN CARVALHO**

**EMAIL: carvalhov@pfm.com**
**PHONE: 407-723-5900**

10.8. Anti-Human Trafficking. Section 787.96, Florida Statutes, requires that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Therefore, Vendor shall be required to execute and return to the District, the District's Anti-Human Trafficking Affidavit.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the date and year first above written.

**CONSULTANT:**

OSPREY CONSULTING & PERMITTING SERVICES LLC

10.1.26
Authorized Signature and Date

Michael J. Beaumier
Printed Name

President
Title

**CLIENT:**

UNIVERSITY PARK RECREATION DISTRICT

Authorized Signature and Date

Printed Name

Title

# University Park Recreation District

## UPCAI Update

**From:** Telese Zuberer <tzuberer@icardmerrill.com>
**Sent:** Monday, October 5, 2026 9:48 AM
**To:** Marisa Powers <MPowers@blalockwalters.com>
**Cc:** Mark Barnebey <mbarnebey@blalockwalters.com>
**Subject:** University Park Community Association, Inc. / University Park Recreation District

Good morning Marisa~

Please see the attached correspondence of today's date on behalf of UPCAI.

Gunster
**Telese Zuberer** | Shareholder
2033 Main Street, Suite 600
Sarasota, FL 34237
**p** 941.907.0006 **d** 941.953.8118
gunster.com | tzuberer@icardmerrill.com

**Fair Debt Collection Practices Act Disclosure:** THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

**Notice to condominium and homeowners' association clients:** This communication and any attachments may include attorney/client privileged communications that are exempt from disclosure and/or are protected pursuant to Florida Statutes Section 90.502, Section 718.111(12) and/or Section 720.303. In such event and to protect the privileged nature of this communication, this communication should not be placed in, or considered to be part of, the official records of an association pursuant to Florida Statutes Sections 718.111(12) or 720.303(4), as applicable, until such time as the board of directors has determined to make its contents public. The information transmitted is intended solely for the individual or entity to which it is addressed and may contain confidential and/or privileged material. Thank you.

As of October 1, 2026, the attorneys and professionals of Icard Merrill have joined Gunster, a renowned statewide law firm. As we fully integrate with Gunster's systems, we will continue to communicate how this affects our clients, including any administrative changes such as updated contact information, billing details,

engagement documentation, or file transition matters, as applicable. If you have any questions, please reach out to your attorney point of contact.

Gunster

October 5, 2026 Via: U.S. & Certified Mail and Email

University Park Recreation District
c/o Marisa Powers, Esq.
802 11th Street West
Bradenton, FL 34205
mpowers@blalockwalters.com

**Re: University Park Community Association, Inc. / Request to Mediate with University Park Recreation District Pursuant to Mutual Cooperation Agreement**

Dear Marisa:

As you are aware, the undersigned firm represents University Park Community Association, Inc. ("UPCAI"). UPCAI has directed us to send you this Notice to Mediate due to the inability of University Park Recreation District ("UPRD") and UPCAI (collectively the "Parties") to negotiate in a timely manner pursuant to Article 15 of the Mutual Cooperation Agreement dated December 13, 2019 ("MCA") by and between the Parties.

As you are aware, UPRD sent UPCAI the Notice of Intent to Negotiate dated June 24, 2026 which requested that the Parties negotiate the dispute at the open UPRD meeting which was scheduled to take place on June 30, 2026. Due the lack of sufficient notice, the Parties subsequently agreed to potentially negotiate the issue at a later July 2026 meeting. However, our office did not receive any notice of a meeting for the purpose of attending the meeting or negotiating the dispute between the Parties, as originally discussed.

Article 15 of the MCA provides that the Parties shall negotiate in good faith a bona fide dispute within sixty (60) days. As the Notice of Intent to Negotiate was dated June 24, 2026, the sixty (60) day period elapsed on August 23, 2026. Despite the Parties' attempts to schedule a mutually agreeable time to negotiate, such negotiation has not happened. Therefore, it is now appropriate to mediate the issue pursuant to Article 15 of the MCA, with each party to bear the costs of mediation, including Mediator fees, equally. We are aware UPCAI has provided a Confidential Offer of Settlement to UPRD, which generally touches the topics to be addressed at mediation.

We suggest Drew Clayton, Esq. to be the mediator between the Parties; however, we would consider another mutually agreeable mediator suggested by UPRD. Drew Clayton, Esq. can be contacted at drew@claytonadr.com. We request UPRD's response to this Request to Mediate by *October 16, 2026* so that the Parties may determine a mutually agreeable time to schedule the mediation. Pursuant to Article 15 of the MCA any such mediation shall take place within thirty (30) days of the selection of the mediator.

Very truly yours,

Telese L. Zuberer, Esq.
tzuberer@icardmerrill.com
d: 941.953.8118

cc: UPCAI BOD (via email)

From: Thomas Christopher <chris67ta@gmail.com>

To: "steve.heitzner@universityparkrd.com"<steve.heitzner@universityparkrd.com>, "scott.huebner@universityparkrd.com"<scott.huebner@universityparkrd.com>,"greg.selep@universityparkrd.com" <greg.selep@universityparkrd.com>, "steve.swanson4@universityparkrd.com"<steve.swanson4@universityparkrd.com>
Cc: Janette Gatesy <jsgatesy@aol.com>, Pat Thompson <pat.jc.thompson@gmail.com>, Peggy Lowndes <plownds@comcast.net>, 'Lars Lundholm' <lars-a.lundholm@hotmail.com>, 'Bill Lockhorn' <lockhorn1@comcast.net>, 'Bob Grady' <bobcat8120@gmail.com>
Date: 10/02/2026 10:42 AM EDT
Subject: Settlement offer to the RD from UPCAI BOD

Gentlemen,

Attached you will find a settlement offer from the UPCAI board regarding the dispute on the distribution of John Fetsick's settlement costs. Please confirm receipt of this document and direct any questions to me and I will direct them to the appropriate board member.

Tom Christopher

# RD Settlement offer:

## Total costs summary:

- **Severance payment of 9 months of his salary - $202,800**
- **75% of the annual performance bonus based on 60% financial objectives and 40% non financial objectives –**
  **$25,988**
- **Unused vacation days - $4160**

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## Proposed settlement :

1- **UPCAI will pay all of John Fetsick's $202,800 severance costs and unused vacation days - Total payment = $206,960**

2- **RD will pay $25,988 – 9 months of his incentive bonus that he had earned as an employed GM, (included in the RD budget)**

3- **UPCAI will reduce its budgeted payments for the PBM personnel that partially support UPCAI to $50k for 2027 and $50K for 2028 . UPCAI will pay 100% of the costs for the PBM HOA staff**

4- **RD will pay 100% of the costs for the future modifications to the video and audio systems in the Lakeside meeting room**
5- **UPCAI will be ready to immediately recommence the review of the new club management agreement with the RD with a goal to finalize the agreement within two weeks.**